1890-002 Chancery Causes: Isaac Weston Jr &c vs. Heirs of James Worley
Lee Co.

Wygal, Ely, Bishop, Morgan, Poteet

CA - Debt
T - Property

- Deed

To the Honorable, John A. Kelly
Judge of the Circuit Court of Scott Co Va,

The bill of Complaint of Isaac Weston and Rebecca Weston his wife who sue for the benefit of Newton Wyggal, M. B. Wyggal, Sebastian Wyggal, James B. Wyggal, William H. Wyggal, John B. Wyggal, Francis J. Wyggal, James R. Ely and Sarah C. Ely, his wife, formerly Sarah C. Wyggal, E. S. Bishop and Cynthia J. Bishop his wife, formerly Cynthia J. Wyggal, heirs at law of Burdine Wyggal deceased - Humbly complaining sheweth unto your Honor, that heretofore, at the November term 1883, of this Hon. Court, your Complainants obtained a judgement against against James Worley, Eliza Worley and Nancy Worley, survivors of themselves and Jefferson Worley, and Samuel Noe deceased, for the sum of $541.70 and legal interest thereon from the first day of January 1877, and $9.77 costs - This judgement has been duly docketed in the Judgement lien docket in the County Court clerk's office of said County, and now constitutes a lien, as your complainants are advised on whatever real estate the defendants may own in said

County of Lee. The said Eliza Worley and Nancy Worley are not so far, as is known to your complainant, the owners of any real or personal estate -

James Worley is the owner of valuable real estate, situated in Lee County Virginia, and properly described in a deed of Conveyance, by him and his wife Rody Worley and his son George S. Worley to Henry J. Morgan, bearing date the 28th day of March 1881, - a copy of which marked "A" is herewith filed as part hereof -

These same lands had before that time been by said James Worley conveyed to his son George S. Worley, as trustee, to secure the Conveyance, thereof to James' Wife, Rody Worley, by deed bearing date the 23d day of May 1877, a copy of which will also be found filed herewith, as part hereof marked "B" And some time previous to this, said James Worley had conveyed these lands, to A. L. Pridemore trustee, to secure a debt due the said Henry J. Morgan, and these lands were sold by said trustee; and the said H. J. Morgan became the purchaser, for the am't of his debt & Costs of sale; And afterwards said trustee conveyed the same, persuant to this sale - The lands were, worth much more than said sale, but no one was prepared to bid ready cash, and if they had the deed of James Worley, to George S. Worley, to secure their conveyance to his the said James's wife, might have prevented them from bidding. The said Morgan did not desire to take the property for less than its real value, and indeed was only enforcing a just demand, long over due, from a reluctant and unwilling debtor. So after the sale by the trustee Pridemore, and conveyance, to said Morgan, James Worley compromised with said Morgan, and he, his wife and George S. Worley, then at his request made the conveyance of 28" day of March 1881 first above mentioned. This deed your complainants allege is a mortgage, and although absolute upon its face, was only meant, and intended by the parties thereto, to secure the said Morgan in the payment of his debt, and the judgement of the Commonwealth mentioned in said deed. Your complainants further allege that at the time of the execution of the said Mortgage, the said Morgan, re-sold to James Worley, these identical same lands for the price of his debt and demand; and then and there executed a paper, in the nature of a title bond, binding himself to reconvey these same lands, to James Worley, upon the payment of the debt and accumulated interest then due said Morgan, which was the same debt secured by the deed of trust to A. L. Prudemore trustee, and the additional judgement lien of the Auditor of public accounts. Your Complainants further allege that since the execution of said Mortgage, the said James Worley has paid to said Morgan large sums upon said debt due him, and has therefore acquired an equitable interest in said lands, upon which, as they are advised their said judgement attaches, by way of a lien.

Your Complainants now charge that the deed made by James Worley to George S. Worley trustee bearing date 23d day of May 1877, was without Consideration and was made in fraud, to hinder, delay and defraud Creditors, and especially said Morgan & the Auditor of public accounts and your complainants, and that being Conceived and executed at a time when the said James Worley was greatly indebted, and without any consideration is presumed in law to be fraudulent and void. This is the more manifest since George S. Worley never carried out the pretended object of the trust; and when the debt of said Morgan is fully arranged and the judgement at Richmond to the auditor compromised and settled the said James Worley takes again an obligation to reconvey the same lands back to himself. The reasons set up by him in his conveyance to George S. Worley trustee are such as mark the fraud. That he would hold a deed to land for nearly twenty years "through inadvertance or mistake" is absurd, and no doubt false. Your complainants therefore charge that said conveyance upon its face, and in fact was made to hinder delay & defraud creditors and especially your complainants. That these lands thus described in said conveyances, are the rightful property of James Worley, and your complainants are advised their judgement is a lien thereon subject to the priorities of said Morgan. They further charge that in any event James Worley has an interest in said lands to the extent he has paid said Morgan's debt — and that such interest will pay and discharge their claim. They allege that the Judgement here sued on, a copy of which will be found filed (1) herewith, nor no part thereof has ever been paid. to them or the beneficiaries herein -

They are informed that George S. Worley is dead, without issue, and that having no beneficial interests in this cause, they are advised his personal representative need not be made a party hereto,

They are further advised that said trustee A. L. Pridemore having sold and conveyed said land, under and by virtue of a deed of trust older than that of James Worley to George S. Worley, the later conveyance could not, nor did not pass any right since by the mortgage deed to, H. L. Morgan James Worley, Rody Worley, his wife, and pretended, beneficiary, and George S. Worley recognized the sale of said trustee as valid, and they are now estopped to deny that James Worley owned the land, at the time he so conveyed it - They are further advised that as said Rody Worley, recognized the deed by the trustee A. L. Pridemore to

Morgan, as valid, to secure said debt and and consented the same should again secure the same, she is now estopped to set up any latent equity supposed to exist.

The object of this bill therefore is to have said lien, enforced by decree, upon said land and so much of thereof sold, as will be necessary to pay the same, the rents and profits of which will not in five years, discharge the same; to have if found necessary said deed of trust to George D. Worley for the future conveyance by him of said lands to Lody Worley, wife of James Worley, set aside & held void and counted for naught; to have the Mortgage to H.J. Morgan fore-closed, and said land sold if necessary, and after the payment of the residue to him of his debt the residue, or so much of the proceeds of the sale, as may be found necessary applied to the payment of your Complainants demand. Ample proof of the said James Worleys fraudulent acts and intents, will in due time be made and no discovery is asked or demanded of him. Further than, your complainants, pray James Worley may be caused to file a copy of the paper or the original, executed to him by H. J.

Morgan at the time of the execution of said trust-or Mortgage.

The premises considered, your complainants pray, that James Worley, and Rody Worley his wife, Nancy Worley, Eliza Worley and Henry J. Morgan be made parties defendants to this bill; and that H. J. Morgan answer and state, whether or not the deed of Conveyance to him by James Worley, Rody Worley, his wife, and George S. Worley, is not and was not, intended as a mortgage upon said land, to secure the debt due him embraced in the deed of trust to A. L. Pridemore trustee - and whether or not at the time of said Mortgage, he did not execute a paper in the nature of a title bond, to James Worley for a re-conveyance of said land when his said debt should be fully paid. And how much, has been paid thereon.

That James Worley answer and state whether or not, at the time, he made the Conveyance aforesaid, to his son George S. Worley, he had knowledge, that one Martha Dore, was prosecuting a claim ~~a claim~~ for the land sold by him, the said James Worley, and that a liability, which is the judgement mentioned in this bill, was not likely to fall him by reason thereof - and whether or not, Burdine Wygal's heirs and personal representatives had not, approached him, on said demand, before the conveyance to George O. Worley and requested him to pay the same & save them harmless; that he file the paper or a true copy thereof executed to him by H. J. Morgan at the time of the deed, designated as a Mortgage herein.

That he answer and say whether or not, at the time of the execution of said deed to George O. Worley by him he was not greatly indebted and, at that time believed the judgement against him as one of the securities of W. N. Sage late sheriff of Lee County, and the debt due H. J. Morgan were greater than the whole value of his real & personal property - And for all other further & General relief - May subpoena issue &c.

A. L. Pridemore

P.Q.

To the honorable H. S. K. Morrison Judge of the circuit court of Lee county Virginia.

The petition of Thomas S Ely administrator of the estate of Cynthia Pateet deceased, respectfully represents, that on the 5th day of December 1876. he recovered against James Worley by decree in your honor's court, the sum of $30.70 with interest thereon from the 15th day of August 1875; until paid and the costs, of $17.37; no part of which has ever been paid, On the said decree an execution was issued on the day of 187 and placed in the hands of the Sheriff for Collection, and was returned "no property found", The said decree was properly docketed in the Judgment lien docket in the ~~Clerks~~ office of the ~~clerk~~ of the county court of said county, on the 15th day of January 1878, A copy of said ~~Judgment~~ decree & the docketing of the same is herewith filed, marked "J." & "K." The said James Worley departed this life on the day of 1887, and on the day of January 1884, Isaac Weston & wife, for the benefit of Newton Wygal & others, instituted a suit in chancery in this honorable Court, for the purpose of enforcing the lien of a Judgment in their favor against the real estate of the said James Worley, and after the institution of said suit, to wit, on the said day of 1887, the said James

Worley departed this life, and said suit was afterwards, to wit, Nr 31st, 1887, revived against his Admr & heirs and was made, or should have been made, a creditor's bill.

Said suit is still pending in your honor's court, and your petitioner prays, that he may be made a party plaintiff with the said Isaac Weston & wife for &c as aforesaid, in the said suit, (being willing to share proportionably with them in the costs of the suit) and that he may have the benefit of such remedy and relief as is consistent with equity, and the case requires.

And your petitioner will ever pray &c.

Richmond & Orr, p.q.

Petitioner.

Virginia, Lee county, to wit.

This day Thos S Ely personally appeared before me and made oath that the facts stated in the foregoing petition are true so far as made upon his own knowledge and so far as stated upon information derived from others he believes them to be true.

Given under my hand. Sept 2nd 1889.

J. H. S. Hyatt Clerk

Thos S Ely.
vs } Petition
James Worley's Admr & als.

Filed Sept 3rd 1889.
J A G Hyatt cc

To the Honorable John A Kelly Judge of the Circuit Court of Lee County Virginia

The seperate answer of James Worley to a bill in Chancery exhibited in this Honorable Court against him and others by Isaac Weston and Rebecca his wife for. &c.

This respondent saving the benefit of all exceptions which can or may be had to said bill, for its many errors of law and misstatements of facts, for answer thereto or to so much thereof as may be necessary, answers and says, that he supposes it is true, that the said Weston & wife did at the November term 1883 of your Honor's Court for the beneficial Plaintiffs, obtain a judgement against him and the said Eliga Worley & Nancy Worley survivors of themselves and Jefferson Worley and Samuel Noe deceased for the sum of $541.70 with legal interest thereon from the 1st day of January 1877. and $977. costs. Respondent also supposes that said Judgement has been docketed in the Judgement lien docket, of the County court of said County, But respondent denies that he is the owner of any valuable real estate situated in said County upon which said Judgement is a lien It is true however that, the legal title to two of the tracts of land (to wit the 1st & 2nd) mentioned in Exhibit "A" filed with Plaintiffs bill was at one time in this respondent, and so likewise was an equitable title to a moiety of the 3rd mentioned tract at one time in said respondent. But respondent never owned anything said two first mentioned tracts except the bare legal title and such further right as was conferred by law upon him by reason of his intermarriage with his wife Rhoda Worley formerly Rhoda Daugherty. Complainant files with his bill as exhibit (B) a deed made by this respondent on the 23rd day of May 1877. to George S Worley Trustee which fully discloses the interest which respondent owned in these lands. But respondent will now show your Honor, (although the Plaintiffs do not desire and rather seem to fear and disclosures which he may make) exactly how these lands come and how and what interest he owns in them. Respondents wife Rhoda Worley formerly Rhoda Daugherty was the owner in fee simple of two tracts of land situated in said County, one of which tracts was deeded to her while she was a feme sole by her father and one Henry Daugherty, the other tract was devised to her by her brother Noah Daugherty, these two tracts of land she sold, by and with the consent of this respondent, the one to John Barrow at the price of $800 the other to her brother Isaiah Daugherty at the price of $600, the lands were sold solely and expressly for the purpose of investing the proceeds derived therefrom in other lands, which when purchased were to belong to and be held by the said Rhoda Worley exactly as the lands sold were before said sales held by her. After this sale or about the time these thereof the two tracts of land first mentioned in the Plaintiffs Exhibit "A" was purchased and the whole of the purchase price of said two tracts of land was paid with and by the money arising from the sale of her said two tracts of land above referred to, which money was kept separate and apart for her and for the very purpose of investing it in lands for her, and in fact said money was never in the possession your respondent at all, but was collected by her and usually if not always paid over by her. But when deeds come to be made to these lands they were conveyed to Respondent instead of to his wife This was an inadvertence, or mistake, the latter more probably, in fact the deed to the valuable piece of said from Andrew Milbourne was made during the war and without the knowledge of respondent, though perhaps if he had had knowledge at the time of making said deed that it was being made to him, he would not have known the difference in legal effect of the deeds being executed to him instead of his wife At any rate the land was purchased with her money, and was intended to be held for her just in the same way that she held her fee simple lands before she sold them for the purpose of buying other lands, And respondent is advised that the fact that said deed was made to him does not in any way affect her rights that he is & was only a trustee holding the lands for her benefit, The money was hers and laid out in lands for her, and though the legal title was conveyed to him, the effect thereof did not divest & could not divest or effect her rights. Respondent will now speak of the other tract of land mentioned in said Exhibit "A" This tract of land was purchased by respondent and one Morison Green a soninlaw of the said Rhoda Worley & and a Step sonlaw of respondent from Marion D Richmond, and afterwards the said Green becoming tired of his part of said contract determined to turn over his interest in it to George S Worley a son of respondent. This he did though it is proper for respondent to here state that the said George S Worley did not make any payments, or contribute anything or if anything only a very small amount towards the payment of the purchase price of said land. The whole of said purchase money of said tract of land except the sum of about $200.00 was paid by respondent, this latter sum was paid by Henry J. Morgan, and constitutes a part of the debt which said Morgan held against respondent and was settled with said Morgan by the conveyance made to him as shown by Exhibit "A" filed by Plaintiffs with their bill. Respondent will now show your Honor that he is not the owner of, nor was he the owner of said tract of land. Said land was conveyed to said Morgan in payment of the debt due to him. or to secure the payment thereof. if the Plaintiffs desire to treat it in that way. and was one of the tracts of land which the said Morgan bound himself in the title bond referred to by the Plaintiffs in their bill, and which will be fully referred to by respondent hereafter in this answer, Respondent will now show your Honor how this tract of land stands, and in doing so will explain the whole transaction with Judge Morgan and will now file a copy of the said Morgans title bond. Marked Exhibit X. by an inspection of which it will be seen that respondent owed the said Morgan about $1400, but said Morgan knowing of the equitable claim of respondents wife to the two first mentioned tracts of land to wit the Barron and Pendergast tracts compromised his said debt and agreed to take therefor the sum of $1200 and he further understood and agreed to pay off and discharge for respondent his part of a Judgement in favor of the Commonwealth of Virginia against W W Says late Sheriff of Lee County and the securities in his official bond as such one of which was this respondent, and this debt or Judgement amounted to about $400 thus making a total indebtedness to said Morgan of $1600.00 and to secure the payment of this sum respondent & wife & Geo. S. Worley made the conveyance described by the Plaintiffs in Exhibit A filed with their bill and at the same time he said Morgan executed the title bond here filed as Exhibit X.

This was a large sum of money for Respondent to pay especially so under the circumstances, his old age, very little property &c. and under these circumstances respondent prevailed with his son in law one Henry Daugherty and his son Joseph C Worley to assist him in making payments, which they assented to do, for an interest in said land. Thereupon the said Henry Daugherty undertook to pay said Morgan the sum of $ [illegible] for the said 3rd mentioned or Garrett Tract of land, $ 200.00 of which he has paid and the balance he has undertaken to pay and in pursuance of said agreement and by and with the written consent or direction of Rhoda Worley his wife Joseph C Worley his son and himself the said H. J. Morgan, on the 9th day of June 1883, made his deed conveying said tract of land to the said Henry Daugherty reserving however a lien in favor of this respondent for the unpaid purchase money amounting to the sum of $ [illegible]. Three hundred dollars of which he has undertaken to pay to H. J. Morgan, and for this sum the said Henry Daugherty has executed his notes to the said H J Morgan.

Respondent will now show your Honor that the Judgement now sought to be enforced grew out of this state of facts. One John Worley was the legal owner of a tract of land situated in this County but in fact and in truth said tract of land really belonged to the said Job and, two brothers To wit Ransom, & Jefferson, Worley, one of whom to wit Ransom conveyed his interest in said land to Respondent, but as before said the legal title to said land was in the said Job Worley and at his death it descended to his mother brother and sisters. These were Nancy Worley the mother, Ransom, who as before stated had conveyed to your Respondent, Jefferson Worley and respondent his brothers and. Eliza Worley and Kitsey Noe. formerly Kitsey Worley wife of Samuel Noe. Sometime after the death of the said Job, the said Kitsey Noe died leaving one child Martha Noe an infant, In this condition of things Birdine Wygal the father of the beneficial Plaintiffs proposed to respondent and the other legal title holders of said land to purchase said tract of land, respondent told said Wygal that he was willing to sell said land but that there was an infant, child whose share could not be conveyed but, told him that if he was willing to risk it that the parties would sell to him, and respondent further told said Wygal that he could retain the money in his own hands until the child came of age and then pay it over to her, said Wygal then asked who was going to raise said child and was informed by Respondent and others that its grand Mother Nancy Worley would raise, he said then under that state of facts she the said Nancy was the proper person to have said money and that if Samuel Noe the father of said child would sign said deed he would pay the money over and risk it and thus stop interest, respondent told him and others told him that he must exercise his own judgement on this point, that his advice was to retain the money in his own hands till the child come of age. He the said Wygal then executed his notes for the purchase price of said land as follows one note for $1000 to Nancy Worley, which was to cover her own share Eliza's share & the child's share and perhaps something going to the boys and he executed two notes to Respondent, one for $200 and the other for $400,, the two hundred was to pay, your Orator for an equal sum which respondent had paid for the said Ransom, and the other $400 note was to pay off a deed of trust which Jefferson Worley or perhaps Jefferson & Ransom had executed on said land to H Boyer & Bro and this note respondent at once turned over to said Boyers, and it was collected by said Boyers. And upon the execution of these notes a deed was made & executed by Nancy

Worley. Jefferson Wray. Eliza Worley Samuel Noe, & your Orator conveying said to said Wygal with covenants of general Warranty, This deed was made before said Wygal had paid one cent of the purchase price of said land, and with the distinct understanding that said Wygal was to risk that child's part or protect himself by holding the money in his own hands, Respondent is advised that these circumstances made and make the said Wygal, a purchaser with full notice of the title to said tract of land, its defects and all, that he took it subject to said defects and if any loss has been sustained by him the loss was his own, incurred by him with full knowledge and at his own risk. and as before stated respondent advised him to hold the money in his own hands as a protection against any loss that might be incurred, by reason of a failure on the part of said child to convey on its arriving at full age, But now after paying over the money, risking the child and its title his heirs after his death come before a Court of equity and ask to be compensated for a loss entailed by ~~himself~~, the deliberate act of the father under whom they claim. Respondent in answer to the special interrogatories propounded to him, answering Respondent says that he does not now remember whether or not he at the time of the deed to Geo. S. Worley had knowledge of the fact that Martha Noe was setting up a claim to said land, nor does he remember that he had any knowledge or information that there was any probability that if she did prosecute said claim, that there was any likelyhood of a liability resting on him for it or any part of it, But he does know that in making said deed he was in no way controlled by said claim nor was he by said deed seeking in any way to hinder delay or defraud the plaintiffs or any other creditors, but on the other hand he was only honestly attempting to give his wife her own property, Neither Bundine Wygal's heirs or personal representatives ever approached respondent or demanded from him anything on account of said liability before the said deed was made to Geo. S. Worley so far as this respondent has present knowledge or recollection He has already filed the title bond of H J. Morgan, Respondent was apparently and really deeply indebted at the time he made said conveyance, this was a fact he has already stated said liability as ascertained by the settlement between himself and Morgan was then some $1400 to $1600, but respondent again states that he did not make said deed with any intent whatever of hindering delaying and defrauding any of his just creditors, but on the contrary as before stated he was only attempting to secure what honestly belonged to his wife in her own right, And now having answered he prays to be hence dismissed &c,

Richmond Duncan & Orr
for Respondent.

Virginia.
Lee County to wit,

This day James Worley personally appeared before me and made oath in due form that the the facts stated in the foregoing answer is true so far as they depend on his own knowlidge are true and that so far as they depend on information derived from others he believes them to be true. Given under my hand this 25th March 1884.

J. A. G. Hyatt
Clk

James Worley
ads } Answer.
Isaac Wilson + wife

Ans filed in open
Court by leave thereof
March 25th 1884.
J. A. S. Hyatt
Clk

To the Honorable John A Kelly Judge of the Circuit Court of Lee County Virginia

The separate answer of Rhoda Worley to a bill filed against her and others in this Honorable Court by Isaac Weston + wife for &c

This respondent saving the benefit of all exceptions that can or may be had to said bill for its errors imperfections &c for answer thereto or to so much thereof as she is advised it is material for her to answer answering says. That as to whether or not the plaintiffs have such a Judgement as that described in their bill, she does ~~not~~ not know, consequently she knows nothing of its docketing, and therefore she demands full proof of each of said allegations.

But she is advised that if the Plaintiffs have such a Judgement as they claim and the same has been duly docketed that it does constitute a lien upon such real estate as is owned by the Judgement debtors, But she denies that said Judgement is a lien upon the two first mentioned tracts of land in Exhibit "A" filed by the Plaintiffs with their bill. she denies that her codefendant is the owner of said lands or that he has any interest therein save and except such interest as was conferred upon him by reason of his intermarriage with this respondent and of this interest she will speak more fully hereafter.

Respondent will now show that these two tracts of land are hers in her own right, that they are not rightfully or equitable the lands of her co-defendant and husband James Worley, and that they should not be taken from her and subjected to the payment of her husbands debts and especially so when it is or will be fully demonstrated that neither she or her husband ever received one cent of advantage by reason of the debt here claimed by the Plaintiff.

Respondent will now show your Honor exactly how these lands come and how they are holden. Sometime before her marriage to her Codefendant James Worley and while she was a feme sole, her father and one Harry Daugherty conveyed to her in fee simple a tract of land situated in this County, and sometime after this her brother Noah Daugherty died without issue and from him she inherited or he devised to her she does not now remember which another tract of land.

Sometime after her marriage to James Worley it was determined by her and her husband James Worley to sell these lands and invest the proceeds thereof in other lands which when purchased were to be her lands and were to be held by her in xactly the same way as her lands were then held. This determination in so far as a sale of her said lands, and the purchase of other lands, was carried into effect. The tract of land conveyed to her by her father and Henry Daugherty was sold to one John Barron, at the price of $800, and the tract derived from her brother's estate was sold to one Isaiah Daugherty at the price of $600. Then in pursuance of said agreement and determination between herself and husband she purchased the two first named tracts of land described in exhibit "A" filed with Plaintiffs bill the one from Vincent Pendergrass at the price of $100. & the other from one John Milbourne at the price of $.   the whole of the purchase price of these two tracts of land was paid with the money arising from the sale of respondents said two tracts of land; this money was kept separate and apart from the money of her husband and was never in his possession but was collected by her and applied by her or applied by her brother Isaiah Daugherty to the payment of the purchase price of said land And it was the distinct and positive agreement between herself and her husband, before the sale of her own lands, and at the time of said sale, before the purchase of these other lands and at the time of said purchase, and during all the time from the time of said purchase up to the time of the conveyance thereof, that they were to be conveyed to her as her own lands, to be held by her in the same way and in the same right as she had held the lands conveyed to her by her father and Henry Daugherty and derived by her from her brother's estate as aforesaid. Nor did she know until long afterwards that the conveyances had not been made to her, in accordance with said understanding and agreement. Nor does she even now know how said lands come to be conveyed to her husband and not to her, but she supposes it was through mistake or inadvertence or perhaps through want of knowledge upon the part of Andrew Milbourn in whom the legal title of the principal tract was vested and who conveyed it. this might very naturally be so, as the said tract was purchased from John Milbourn a son of the said Andrew. But anyway whether said conveyances were made to James Worley. instead of respondent, through mistake accident or inadvertence, they were not made in accordance with the understand and agreement between her and her husband and she is advised that this mistake or or wrongful conveyance will not in a court of equity be allowed to prejudice her rights and deprive her of a home in her old and declining years. and especially to pay a debt or liability the creation of which never in any way benefitted her or her family. Respondent is advised That as said lands were paid for by her out of her own money. That the conveyance to him has no further effect than to invest him with the bare legal title and That ~~[illegible]~~ only holds said lands as a Trustee for her benefit. And in order effectuate the ends in contemplation at the time of the sale of her lands and the purchase of the other lands and to give full notice to everbody of The true way in which said lands were purchased and holden, the deed of the 23rd day of May 1877 ~~[illegible]~~ filed by the Plaintiffs as Exhibit "B" with Their bill was made and executed and for no other purpose. This deed so far she is concerned was not made with the intention of hindering delaying or defrauding any one, But on the contrary so far as she had any part in it her only motive was to secure That which was her own.

Respondent will now show your Honor, That at the time this conveyance was made to Mrs S Worley for her benefit, That her husband James Worley was the ~~[illegible]~~ owner of two other tracts of land situated on Wallins Creek in said County and conveyed to him by one William Sage which were worth some $600. or $650. That he was the equitable owner of another tract of land purchased from M D Richmond worth at the least $1200 on which there was only a purchase money lien of $175.00 or $200.00 That these three tracts of land were then worth fully as much as her said husband justly owed. And this being the case, and being assured by her ~~her~~ husband that if she would join with him in making a conveyance of her rights in said lands to Judge Morgan to secure the debt due him and the Judgement or her husband's part of the Judgement, of the Commonwealth vs W W Sage & others, That he would sell the Sage land and apply the proceeds thereof to the payment of said debts, and that he would otherwise pay the remainder thereof either by a sale of tract no 3. in Exhibit A filed with plaintiffs bill, or otherwise and thus redeem her lands she consented to join and did join in said deed to said Morgan, And she here avers that it was the distinct understanding and agreement at the time that she joined in said deed and made said conveyance that when said Morgan's debts were paid That her two tracts of land were to be conveyed to her and she at the time wanted said Morgan to execute a title bond to her, but this he declined to do, giving as a reason therefor that, his debt was against James Worley, that he had no personal knowledge of the equities or rights existing between respondent and the said James her husband and that he did not wish to become entangled between us in the matter, but that he would execute the bond to the said James Worley, and that he could assign it or any interest he had in it to this respondent or any one else and that he Morgan would convey it in accordance with said assignment or as the said James should direct. And according the said James did, on the day of April 1881, only days after the execution of said bond ~~the said James Worley~~, by a written endorsement made on said bond assigned his entire interest in it to respondent George S. & Joseph C. Worley the two last named being sons of respondent and the said James. This assignment was made to secure respondent as far as she was concerned her rights in said land, and to induce as far as the boys were concerned, them to assist him in paying off the debt secured to said Morgan. But even outside of said assignment made as aforesaid, if said conveyance to said

Morgan was as the Plaintiffs claim it, only a Mortgage to secure said Morgan's debt, and this she is advised it was and is both in fact and in law, then she is advised That as soon as said debt is fully paid to said Morgan, her lands revert back to her, exactly as they were at the date of said conveyance, And at that Time they were held by George S Worley as Trustee for this respondent, Then your Honor will perceive that these lands stand exactly this Way Morgan as Mortgagee holds the legal title subject to her equity under the deed of James Worley to George S Worley a deed Made long before the Plaintiffs Judgement was obtained, and long before Their lien ~~was~~ ~~obtained~~ attached, then certainly her equities are greater than theirs so far as these two tracts of land are concerned, By a further inspection of said Exhibit "B." it will be seen that the said Worley conveyed to respondent a moiety of the rents profits &c. accruing to him out of said lands by reason of his marital rights in Trust for the use of respondent and family, so it will be seen That after said lands are redeemed he will only be intitled to one moiety of his life estate in said lands even if that Can, under the circumstances, be said or held to be his under the married Womans act, Plaintiffs say that this respondent by reason of her joining in the deed to Morgan is estopped to deny that James Worley owned the land This is a strange proposition in deed the very fact that she and George S Worley Trustee did join is the clearest and most indubitable evidence that the land did not belong to James Worley but to her and if there is any estopped it is not against her but against the defendants And now having answered as fully as she is advised it is necessary for her to answer, and requiring specific proof of every allegation in plaintiffs bill not here in confessed She prays to be hence dismissed &c.

Richmond Duncan & Orr
for Respondent.

This day Rhoda Worley personally appeared before me and made oath that the facts stated in the foregoing answer so far as they depend upon her own knowledge are true, and so far as stated upon information derived from others she believes them to be true. Given under my hand this 27th day of March 1884.

James W Orr, Comr in
Chy Lee Circuit Court.

Rhoda Worley
ads } Answer.
Isaac Weston & wife for-&c.

Filed in open court by leave thereof March 28th 1884. J. A. G. Hyatt Clk

To the Honorable John A Kelly Judge of the Circuit Court of Lee County Va.

The answer of L. C. Roop to a a rule awarded against him at the last term of this Court in the Chancery cause of Isaac Weston + wife for &c. vs James Worley et al. and returnable to this Term of the Court, to show cause if any he can why the sale made to him by J A G Hyatt a commissioner in said cause should not be set aside.

Your ~~Petitioner~~ Respondent has no reason to show against the setting aside of said sale In fact he joins in asking that it may be done because he purchased the land with the expectation and understanding that he was to get possession of said land immediately after the last Nov Term of your honor's Court, but not doing so he has lost this years crops on said land. and it would not be just to him now to compel him to take it as the interest purchased by him is a life estate liable to Terminate at any time by the death of James Worley Your respondent then asks that his note be delivered up to him and that the sum of $22.90 paid down by him be repaid to him with its interest and now having answered he prays to be hence dismissed with his costs.

L. C. Roop by his atty
Duncan & Pennington

Sworn to before Aug. 28th
1886. J A L Hyatt

L C Roop
Answer to Rule

Filed Aug 28th
1886 by consent
of the Court
J A L Hyatt clk

Isaac Weston & wife &c &c
against } In Chy
James Worley's heirs et als

This cause came on this day to be further heard upon the report of D. C. Sewell Comr, and deed accompanying the same, to which there are no exceptions and was argued by Counsel.

On consideration whereof and for reasons appearing to the Court said report & deed are each confirmed and made final and the clerk is directed to deliver the same to the said M. B. Wygal. It is further adjudged ordered and decreed that said Wygal pay said Comr. D. C. Sewell five dollars for making and executing said deed - and the residue of the costs of this suit - And no further action being necessary the cause is stricken from the docket -

Isaac Westen & wife
Sarah

v. Decree
Final

James Worley's heirs

Dec. T. 1890

Entered in O.B. 3, p 314

Enter this
[illegible]e. 4th 1890
H S Kime

Isaac Westen & wife &c
against } Decree
James Worley's heirs et al

This Cause Came on this day again to be heard upon the papers formerly read & the report of A. L. Pridemore Com. filed Sept 20th 1890 to which there are no exceptions and the report of J. B. Richmond filed Aug. 15th 1890 which is likewise un-excepted to - and was argued by Counsel. On consideration of which and for reasons appearing to the Court, the sale reported in said Cause by Com. Pridemore to C. C. Worley and by the latter transferred to M. B. Wygal is Confirmed to the said Wygal and made final. And it appearing by said reports, that the purchaser has fully paid the purchase money due from him and is now entitled to a conveyance of the land so purchased by him

D. C. Sewell who is hereby appointed a Special Commissioner for the purpose will make and execute to M. B. Wyat a deed of conveyance for the land so sold to him by Commissioner Pridemore, he will convey with Covenants of Special Warranty subject to the dower right of Rocky Worley; and report his action to this Court at some future day of this term, till the coming in of which the cause is continued

Isaac Weston next friend &c

vs} Decree
For Deed.

James Worley's heirs

Dec. T. 1890

Entered Order
O. B. page 363
Decr. 3rd 1890
J. H. S. Hyatt C

Enter this
Dec. 2. 1890
H.S.K.M.

Isaac Weston + wife for +c Plffs
against
James Worley et als Defts

In Chy.

This cause came on again to be heard upon the papers formerly read in the cause, and the report of James B Richmond Commissioner filed Aug' 15th 1890, and was argued by Counsel, On consideration thereof, and said report having been filed the time required by law, and being unexcepted to the same is Confirmed, and the cause is continued.

Isaac Weston & wife for ve

vs } Order

James Worley et als.

Enter this decree

Sept. 3rd 1890.

Isaac Weston & wife for &c Plff
against
James Worley et al Defts } In chancery.

This cause came on this day to be heard
upon the papers formerly read in the cause
& exhibits therewith,
and the report of J. A. G. Hyatt Commissioner
filed Nov 11th 1889, and was argued by
said report is Confirmed, and
Counsel. On consideration whereof, it
is adjudged ordered and decreed that
Thos S Ely Admr of Cynthia Pateet deceased
recover against R. D. Flanery Administrator
of the estate of James Worley decd $74.39
with interest on $30.70 part thereof from
Decr 1st 1889, until paid, and that James
Sloan recover against said Flanery
Admr of said Worley decd $19.84 costs,
and that these two claims, reported by the
said Comr, are prior to plaintiffs claim,
as liens on the land heretofore decreed
to be sold to satisfy plaintiffs said claim,
And that said Ely Admr as aforesaid recover against said Flanery Admr &c as
aforesaid the costs of this petition filed Sept 3rd 1889
And it is ~~therefore~~ further adjudged, ordered
and decreed that unless the said two
claims, ~~together~~ with the costs of the
said ~~report of Comr Hyatt~~ petition, are ~~not~~ paid
within 20 days from the rising of this
Court, then J. B. Richmond who is hereby appointed
a commissioner for the purpose,
will proceed to sell so much of the land
heretofore ordered to be sold in this cause
as will pay and satisfy said two claims

and the Costs aforesaid ~~report~~. Said Comr- will make said sale at the front door of the Court house of this County on some Court day, to the highest bidder on a credit of Six Months time, except the Costs of said ~~report~~ petition and expense of sale, which he will require to be paid in hand. and will take bond from the purchaser with good security for the deferred payment, waiving the homestead exemption. He will, before selling, advertise the time, terms & place of sale for at least 30 days by written advertisements at the front door of the Court house of this County and in the Vicinity of said land. and will execute bond with security in the penalty of $250- before the clerk of this court Conditioned according to law. Said Comr will report his action to this Court, and the cause is continued.

Isaac Weston & wife
vs } Decree
Jas Worley's Admr & als
Entd Chy O. B.
page 254.
J A G Hyatt C

Enter this decree
H. S. K. M
April 1st 1890.

Isaac Weston + wife for +c Pltffs }
against } In Chancery.
James Worley et als Defts }

On motion of Thomas S Ely Administrator of the estate of Cynthia Pateet deceased. who this day filed his petition in this cause sworn to as the law directs, in which petition he claims to have a decree properly docketed, against the decedent James Worley, which is prior in point of time to the Judgment of the plaintiffs', and it being suggested to the court that there ~~probably~~ is another Judgment against said decedent in favor of James Sloan, which is probably prior in point of time to the said plaintiffs, it is ordered, adjudged + decreed that J. A. G. Hyatt one of the Commissioners of this court do ascertain and report the amount of said decree + Judgment and their standing as liens on the real estate of said decedent.

And the cause is continued.

Isaac Weston for &c.
vs } Decree
James Worley et als.

Entered Page
213
J. A. G. Hyatt C.C.

Enter this decree.
H L K M
Sept 3rd 1889

Isaac Weston for &c. Pltff
against } In Chy.
James Horley et al. Deft

This cause came on this day to be again heard upon the papers formerly read, and the amended bill taken for confessed against C. C. Horley and Henry Dougherty and Minerva Dougherty his wife ~~against~~ children & heirs at law of James Horley decd - and was argued by Counsel - On consideration whereof said cause is revived in the name of said C. C. Horley and Henry Dougherty & wife Minerva Dougherty - And for reasons appearing to the Court Comr. Pridemore, will associate with him H. C. Joslyn and L. M. Cormical and they three or any two of them will lay off & assign to Rhody Dougherty out of the Mulburn & Pendegrass tracts one third in rental value including the mansion house as and for her dower during her life - and when so assigned said Comr Pridemore will proceed to execute the former decree of this Court to him directed by the decretal order of Aug. 30 '86 except as modified herein. He will first sell the lands not covered by said dower, but if insufficient he will then sell said dower subject to the said dower right. He will sell in parcels if deemed best and a better price can be realized. He will report his action to this Court & the cause is continued.

Isaac Westerwood Exr

vs Decree

James Worley

Aug. 7 1887

Entered page 74.
C.O. Book No. 3.
J.A.G. Hyatt
C.C.

Entered
Sept 8 '87
A.S.K.M.

1500 A
77.64
1577.64
40.54
1618.18

15.00
25.54
40.54
1277
2
25.54

1888
1877
11

568.41
6

568.41
6
341.046
17.05
568.41
585.46

31 10
11
3110
3110
342.10
568.41
910.51
919.77
1028
1067.67
1087.95
108

541.70
6
325020
.11
3250
3250
357.50
541.70
899.20

900
585.46
1485.46

Isaac Westen & wife &c.
against
James Worley, et al. Deft } Inchy.

On the motion of the plff in this Cause who suggests that since the last term of this Court the defendant James Worley has departed this life intestate and that ~~Reese D. Flanary has qualified~~ administration of his estate has been granted to Reese D. Flanary Sheriff of Lee County - and that any interest said Worley may have had in the lands in said Cause decreed to be sold has descended to C. C. Worley, Henry Daugherty and Minerva Daugherty his wife, Etta Kensingham wife of Lynn K. Kensingham his wife Margaret Yoes wife of — Yoes, Charles Green Wright Green and James Green the latter being children ~~heirs~~ and heirs at law of Martha Green deceased formerly Martha ~~Green~~, Worley, on motion of the plff leave is granted him to so amend his bill should he be so advised, as to make the said Flanary & said heirs at law parties to his said bill - and the Cause is continued.

Isaac Heslewood Exor

vs

Decree

For amendm

James Worley et al

March 7. 1887

Entered page, 27

Enter this
March 31 '87
H. L. K. M

Isaac Weston & wife &c Pffs.
against } Indy.
James Worley et als. Defts.

This cause came again this day to be heard upon the papers formerly read, with the exhibits filed and replications to the several answers filed in the cause ~~under decree of March 29 1884~~ and the answer of H. J. Morgan, and L. C. Roop filed at this term of the Court to a rule awarded at the last term, and replications thereto and was argued by Counsel - On consideration whereof the Court adjudges orders and decrees that the balance of the debt due to H. J. Morgan, as shown by statement A. B. filed with his answer amounting to the sum of $568.41 is paramount to the plffs Judgement & should be first paid and then that the plffs ~~claim~~ Judgement of $541.70 and legal interest thereon from the first day of January 1877, and $9.77 costs at law & the costs of this suit heretofore secured be next paid - and the Court being of opinion upon the bill & answer & replications thereto that the deeds of Jasper S. Worley trustee from James Worley so far as the pltffs demand is concerned ~~a lien~~ ~~thereon~~ is fraudulent & void, and of no effect; and therefore adjudges orders & decrees that the pltffs judgement & costs ar a lien on the said tract of land conveyed to James Worley by Andrew Milburn by deed bearing date the 10th day of August 1863, and the other adjoining thereto deeded the said James Worley by Vincent Pendegrass by deed bearing date Nov. 28th 1857; and it further appearing from the papers in the cause that the rents & profits will not in five years pay the same and that sale will have to be made for the payment of the two debts mentioned - It is therefore further ordered & decreed that the sale of James Worley life estate, heretofore made & reported by commissioner John A. G. Hyatt be & the same is hereby set aside & annulled, and any costs heretofore paid him by said purchasers, be paid back to them & their bonds cancelled & are ordered to be re-delivered to them. And thereupon it is adjudged ordered and that unless said sum be paid within 20

days from the rising of this Court by said James Worley or some one for him to the parties entitled thereto decreed that A. L. Pridemore who is hereby appointed a Special Commissioner therefor, proceed to sell so much of the land so deeded the said James Worley by the late Andrew Milbourne and Vincent Pendergrass as may be necessary to pay the debt of H. L. Morgan, and that of the plffs including costs - But so much as may be necessary to pay costs of suit & sale will be required to be paid in hand for the residue he will take bonds payable to himself as Comr. He will sell on some Court day at the front door of the Court House on a credit of 6, twelve & 18 months, taking bonds bearing interest from day of sale

But before proceeding to sell he will advertise the same for at least 30 days on the front door of the Court House, & in the neighborhood where the land lies and at two or more public places setting out time terms & place of sale,

But before proceeding to advertise or sell under this decree he will execute bond before the clerk of this Court in a penalty of $1500 Conditioned to duly perform the same He will report his action to this Court at some future term & the Cause is Continued.

Isaac Foster & wife &c

2 } Decree

For sale.

James Worley et al

Aug. T. 1886

Entered page 578

Enter this

Aug. 30 '86. J. AK.

Isaac Weston & wife for &c. Pff
against
James Worley et al Deft.
} In chy

This cause came on again to be heard upon the papers formerly read ~~in the cause~~ and the report of John A. G. Hyatt filed Aug. 14th 1884, to which there are no exceptions and was argued by counsel. On consideration of which and for reasons appearing to the court it is adjudged ordered and decreed that the pltffs are entitled to the rents and profits of said land for the present year. Receiver Hyatt will therefore take from the defendant James Worley bond with approved security for the sum of $68.75 ~~164.58⅓~~, payable March the first 1885, as and for the rents of the present year, and his bonds for a like sum falling due March 1st 1886, as and for the rents of the ensuing year. And should the defendant refuse to so execute his bonds as aforesaid then the said Hyatt receiver as aforesaid shall rent for a period ~~of one year~~ the premises known as the Mulbourne & Pendergrast ~~lots~~ whose rents are mentioned in his said report, for a period of

One year from the date of his renting and deliver the possession of the premises to the tenant not earlier than Dec. 1st 1884. He will rent in front of the Court House door by public out-cry to the highest bidder But before proceeding to rent he will post notice of the time, place & terms of renting for at least 20 days on the premises or at the front door of the Court House. He will re-quire bond payable to himself after one year for said renting - But before the Com. shall rent under this decree he will execute bond in a penalty of $400. conditioned according to law. And the cause is continued.

Isaac Wister & wife &c

vs } Decree

James Worley et al

Aug. 7. 1884

Entered page 414
J. A. G. Hyatt C.C.

Enter
Aug 30 1884

Virginia

At a circuit court continued & held for &c. Sept. 3, 1887,

Isaac Weston & wife, for &c. plaintiffs
against } In C
James Worley et als Defendants

And for reasons appearing to the Court Comr. Pridemore will associate with himself, H. C. Joslyn & L. M. Carmichael & they three or any two of them will lay off & assign to Rhoda Worley, out of the Milbourne & Pendegrass tracts, 1/3 in rental value, including the mansion house &c for her dower, for her life & when so assigned said Comr. Pridemore will proceed to execute the former decree of this court, to him directed by the Decretal order of Aug 30, 1886, except as herein modified. He will first sell the lands not covered by said dower. But if insufficient he will then sell said dower subject to said dower right. He will sell, in parcels if deemed best & a better price can be realized. He will report his action to this court & the Cause is continued,

A Copy
Teste Jo A Gilyatt C C

Isaac Weston & wife
vs. } Copy of Decree
James Worley et al

Executed
S. H. Ewing
S.L.C.

Fee for Copy $1.98

To the Honorable John A Kelly Judge
of the Circuit Court of Lee Co Va.

The undersigned who was appointed a special Commissioner in the chancery Cause of Isaac Weston & wife ~~[illegible]~~. against James Worley et al begs leave to report that in persuance to the decree rendered in said cause he again offered ~~for rent~~ the two tracts of land, decreed to be sold, for sale, on the 25 day of Aug. 1885; that being circuit Court day for sale, that is he offered the life estate of James Worley therein as prescribed by said decree - When L. C. Roop became the purchaser thereof for and during the natural life of James Worley at the price of $365= But owing to the failure of the Nov. Term no action has been taken & the purchaser has been defeated in procuring possession thereof for quite a long time, and your Com does not think interest ought to run against them until they get possession

The sale may be regarded as a low one, but there are so few people who will take risks of that character that your Com can

that a better sale can be made-
the creditors were present some
of them and they seemed satisfied
to let it go. Your Comr believes
the land would in three years pay
this sum of money if properly
manged: All of which is respectfully
submitted.

March 4/86. J A G Hyatt Comr

Isaac Weston & wife &c.

No 3 Comr's Report of
Sale. J.A.G.H.

James Worley et al.

Filed March 4 1886.
J. A. G. Hyatt C.C.

The sale reported in this case is excepted to because
the decrees under which the lands are reported
to be sold are too indefinite. they do not show
the lands intended to be sold with sufficient
certainty, for the owner of the land to know
what is intended to be sold, and for the reason
that it is impossible to deliver possession
of the land sold either under the decrees
of the Court or the report of sale as made by
said Commissioner.

Duncan for Dfts

To the, Hon. H. S. K. Morison
Judge of the Circuit Court
of Lee County Va:

Your undersigned Commissioner begs leave to report, that as heretofore reported he sold the lands in the bill mentioned to C. C. Worley, who being unable to pay the same turned his bid over to M. B. Wygal and said Wygal took the same for the debts, interest and costs amounting in the agregate to about $1550- The said purchaser has paid the costs required and settled all the debts due from him reported in said Cause, and thus fully paid the purchase money and is entitled to a Conveyance of the same which disposes of the matters in this Cause.

All of which is respectful submitted.

Sept 20. 1890 A. L. Pridemore
Comr

Isaac Weston & wife
&c &c

vs } Comrs Report
of sale.

James Worley heirs
&c

Filed Sept. 20th 1890
J C H S Hyatt C

Mr Jas Worley & Wife

To Henry J. Morgan

					Dr
1881					
Jan 1	To this agreed upon as a compromise Int from Jany 1/81			1200	00
	Int on same to March 29 1881.			18	00
				1218	00
March 29	By price of one Bay colt bought of Smith Worley			40	00
				1178	00
	Int on Same to Nov. 29th 1881.			47	12
	To Amt paid Auditor for you on Judgt vs Sage & al. Sept 29/81.			377	57
	" " Ayers to go to Richmond to compromise			25	00
	" Int on $377.57 from Sept 21 to Nov. 29 1881.			4	25
				1631	88
Nov 29/81	Cr Nov 29/81 By note on G.W. & Wilson Hickam			242	15
				1389	73
	Int on Same to Jany 25th 1882.			10	41
				1400	14
1882 Jany 25	Cr Jany 25th 1882 By cash of D.B. & John Newbury	45	00		
" "	Cr " " " By Note on Alexr Loyd for sale of wheat	224	13	269	13
				1131	01
	Interest on Same to Augt 10th 1883.			106	31
				1237	32
1883 Augt 10	Cr April 9th 1883 By 2 Bushels wheat	2	00		
June 9	Cr June 9 1883 By cash of Worley which he got of Daugherty	110	00		
Augt 10	Cr Augt 10 1883 by this sum paid me at Richmond	37	17	149	17
				1088	15
	Interest on Same to Nov 10 1883			16	32
				1104	47
" Nov 10 1883	Cr Nov 10 1883 By cash of Worley which he got of Daugherty	70	00		
	" " " By cash	100	00	170	00
				934	47
	Interest on Same to March 3 1884			18	18
				952	65
1884 March 3	Cr March 3 1884 By cash handed me by Worley			50	00
				902	65
	Interest on Same to Jan 1st 1885.			45	10
1885 Jan 1.	To Note & Int due Ayers & Morgan to Jan 1/85			28	50
				976	25
" " 1.	Cr Jan 1st 1885 By Notes & Int on Newberrys			336	00
				640	25
	Interest on Same to Sept 24 1885			28	16
				668	41
1885 Sept 24	Cr Sept 24 1885 By Order on Richmond	50	00		
" " "	" " " By Note on Bowie	50	00	100	00
	Balance due Sept 24 1885			568	41

Henry J. Morgan

vs { Statement of claim

Jas Worley & Wife

(A B)

Henry J. Morgan
From } Copy of Deed

James Worley & wife al

Recorded Deed
Book No 19. P. 319-20-

"A"

Fee for this copy 1.00

This Deed made this the 23rd day of May 1877. between James Worley of the county of Lee and State of Virginia. of the first part, and George S. Worley of the county & State aforesaid of the second part. Witnesseth that whereas Rhody Daugherty now the wife of James Worley was the owner of a certain tract or parcel of land, lying in said county deeded to her while she was a feme Sole, by her father and Henry Daugherty and of another tract in said county devised to her by her brother Noah Daugherty, and whereas by mutual consent and agreement, the said Worley & wife Sold & conveyed said first named tract to one Jno. Barron for the sum of eight hundred dollars, and the other tract to one Isaiah Daugherty for the sum of Six hundred dollars, both of which sales and conveyances were made with the understanding and agreement between Said Worley & wife that he would purchase for her. with the proceeds of the said two tracts belonging to her the tract of land whereon they now reside, and one other tract adjoining the same Situated on Wallen's Ridge above the other tract which he accordingly purchased, and the whole of the purchase money of these two last named tracts was paid with the money arising from the sales of the two first named tracts owned as before stated by the said Rhody Worley in her own right, and for her and with her own money kept Seperate and distinct, and never in the possession of the said James Worley, her husband with intent to convey to his own use, But by inadvertance mistake or accident as has been recently discovered, the conveyance for each of the tracts so purchased by the said Worley for his said wife and entirely paid for by the latter, was conveyed to the said James Worley instead of the said Rhody Worley. the one upon which the said Worley & wife now resides by Andrew Milbourn by deed bearing date the 10th August 1868. and the other adjoining thereto by Vincent Pendegrass. by deed bearing date Nov. 28th 59.

Now therefore in consideration of the premises as well as to effectuate the original intention of the parties Worley & wife and in further consideration of one dollar to me in hand paid, I the said James Worley as the holder of the resulting trust herein before set out. in favor of my wife Rhody Worley, do hereby grant, convey release and confirm unto the said George S. Worley in trust that he will immediately convey the same to the said Rhody Worley, the two last named tracts or parcels of land the metes & bounds of the one on which we now reside being set out in the deed of Andrew Milbourn above refered to, and the metes & bounds of the one adjoining thereto fully shown in the deed of Vincent Pendegrass. above mentioned, with their appurtenances, in order that the said Rhody Worley may have and hold the said tracts or parcels of land as though the conveyance for the same had been made as was intended, directly by the said Milbourn and Pendegrass to the said Rhody Worley & her heirs.

And for a good & Sufficient consideration & in order to secure to the said Rhody Worley and her children a reasonable support and maintainance, I the said James Worley do hereby convey in trust for the purpose aforesaid to the said George S. Worley One moiety of the rents & profits of the said tracts of land accruing to me by virtue of my Marital rights as the husband of the said Rhody Worley to be applied and appropriated for the purpose aforesaid as the said Rhody Worley shall designate, Witness the following Signatures & Seals the day & year above written.

James Worley (Seal)
George S. Worley (Seal)

Virginia. Lee County to wit;

I, James W. Orr. Clerk of the county Court, do hereby certify that this day James Worley, whose name appears to the annexed deed personally appeared before me and acknowledged the said Deed to be his act for the purposes therein mentioned, Given under my hand May 25th 1877.

Teste James W. Orr, clerk.

Virginia Lee County Court clerk's office the 28th day of May 1877. The foregoing deed from James Worley of the one part, to George S. Worley Trustee of the other part was this day acknowledged before me by the said George S. Worley to be his act & deed for the purposes therein Set forth, and Said deed is admitted to record, Given under my hand the date above written. Teste James W. Orr clerk.
Copy Teste John R. Gibson clerk

George S. Worley Trustee

From Copy of Deed

James Worley

Recorded In Deed
Book 18" Page 425.

"B"

Fee for this copy 75 cts

Decr. 3rd / 1883

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You that of the Goods and Chattles of James Warley, Nancy Warley & Eliza Warley survivors of themselves & Jefferson Warley & Samuel Noe decd Late in your Baliwick you cause to be made $ 541.70 with legal interest thereon from the 1st day of January 1877 till payment which Isaac. Weston & wife for the benefit of Berdine Hygals heirs Lately in our Circuit Court of Lee County have recovered against ~~them~~ by suit for Debt also $ 9.77 which to the said Isaac Weston & wife for &c. in our Court were adjudged for their costs in that behalf expended whereof the said James Warley Nancy Warley & Eliza Warley ~~survivors~~ are Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Courthouse on the first monday in to render to the said Weston & wife for &c of the Debt and costs as aforesaid.

And have then there this writ- Witness JOHN A. G. HYATT Clerk of our said court at the courthouse this 10th day of December 1883 in the 108 year of the Commonwealth.

J. A. G. Hyatt Clerk.

C 5.52
S 1.50
A 2.50
Co C. 25
$9.77

196) circt D

Isaac Westonſon & Co
vs } Fi Fa
James Worley et al

Do Rules

6"

Whereas at the March Term 1888 of the Circuit Court of Lee County Virginia, C. C. Worely became the purchaser of a certain tract of land sold under a decree rendered in the Chancery Cause of M. B. Wyggal Admr. vs James Worely's Admrs &al, Now since that time I, C. C. Worely have turned over my purchase to M. B. Wyggal without any further advance on said purchase. This the 1st day of September 1888.

C. C. Worley

VIRGINIA, LEE, COUNTY, TO WIT:

I, John R. Gibson clerk of the county court for the county aforesaid, in the State of Virginia, do certify that C. C. Worley, whose name is signed to the writing above, bearing date on the 1st day of Sept 1888, has acknowledged the same before me, in my county aforesaid ~~and said deed is admitted to record.~~ Given under my hand this 3 day of Sept 1888.

John R. Gibson Clerk.

C. C. Worleys

32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

Lot 3 Transfer of bid

M. B. Wygal

Sale at Mr T. 1888

Morgan debt $568.41
Int from Sept 24th 1885
To April 2. 1888. 85.26
2 Y. 6 m 8 D. $653.67

Wygal debt.
against same $541 70
Int from Jan 1 1877
To Apr. 2. 1888 11 Y. 3 m. 1 D. 365.64
$907.34
Morgan debt as above 653.67
$1561.01
Costs — 77.64
$1638.65
Com. 41.77
$1680.42

Int on W. debt
to Sept 2 Nov 8. 16.95.23
653.67
670.62

Int on Wygal debt $16.25
907.34
923.59
Costs — 77.64
1004.23
62.00 P- fee off
$939.23

923.59
62.00
(3) 861.59

923.59
62.00
15
47

Memo.

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting:

We Command You to Summon 1 James Worley, 2 Rhoda Worley his wife, 3 Nancy Worley, 4 Eliza Worley and 5 Henry J. Morgan.

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in February next being rule day to answer a bill in Chancery exhibited in our said Court against them by Isaac Weston and Rebecca Weston his wife, who sues for the benefit of Newton Wygal, M. B. Wygal, Sebastain Wygal, James B. Wygal, Wm. W. Wygal, John B. Wygal, Francis J. Wygal, James R. Ely and Sarah C. Ely his wife formerly Sarah C. Wygal, E. S. Bishop and Cynthia J. Bishop formerly Cynthia J. Wygal, heirs at law of Berdine Wygal deceased

And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This 12 day of January 1884, in the 108 year of the Commonwealth.

J. A. G. Hyatt Clerk

Isaac Weston for &

vs } Spa in Chey

James Worley et al

To Febmary Rules 1884

Executed by delivering to Jas Worley, Rhoda Worley, Nancy Worley, Eliza Worley and D. J. Morgan an office copy of the within Spa, this January 26th 1884,

S. E. Ewing DS
for R. D. Flanary
S.L.C.

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting:

We Command You to Summon Geo. W. Bishop Samuel P. Graham and John Woliver

To appear before ~~the Judge~~ a Comr of our Circuit Court of Lee County, at the Courthouse on the 14th day of August ~~Term~~ next to testify and the truth to speak in behalf of Isaac Weston & wife for &c in certain matters of controversy pending in our said Court between said Weston & wife for Wygals heirs PLAINTIFF and James Worley et al DEFNDANTS And this they shall in no wise omit under the penalty of Twenty Dollars. And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This 7th day of Aug. 1884, in the 109 year of the Commonwealth.

J. A. G. Hyatt Clerk.

Isaac Weston & wife
vs } Spa for wit
James Worley et al

To 14th Aug. 1884

Executed by summoning the parties mentioned Aug. 11/884.
R. D. Flanary
S. L. C